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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

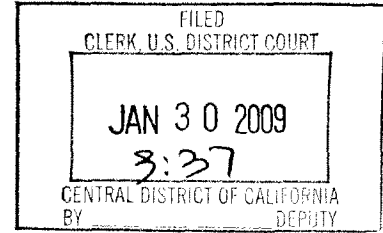
CALIFORNIA INSTITUTE OF
TECHNOLOGY

Plaintiff,

VS.

CANON U.S.A., INC., CANON, INC.,
NIKON, INC., NIKON CORP.,
OLYMPUS AMERICA, INC.,
OLYMPUS CORP., PANASONIC
CORP. OF NORTH AMERICA,
PANASONIC CORP., SONY
ELECTRONICS, INC., SONY CORP.,
SAMSUNG ELECTRONICS
AMERICA, INC., AND SAMSUNG
ELECTRONICS CO., LTD.

Defendants.



CASE NO.: CV 08-8637 VBF (VBKx)

**PLAINTIFF'S FIRST AMENDED
COMPLAINT**

1 Plaintiff California Institute of Technology ("Plaintiff") files its First
2 Amended Complaint for patent infringement against Canon U.S.A., Inc., Canon,
3 Inc., Nikon, Inc., Nikon Corp., Olympus America, Inc., Olympus Corp., Panasonic
4 Corp. of North America, Panasonic Corp., Sony Electronics, Inc., Sony Corp.,
5 Samsung Electronics America, Inc., and Samsung Electronics Co., Ltd.,
6 (collectively, "Defendants") as follows:

7 II. JURISDICTION AND VENUE

8 1. This is an action for patent infringement arising under the patent laws
9 of the United States, Title 35, United States Code. The Court's jurisdiction is proper
10 under the above statutes, including 35 U.S.C. § 271 *et. seq.*, and 28 U.S.C. §§ 1331
11 and 1338(a).

12 2. This Court has personal jurisdiction over each Defendant. Each
13 Defendant has conducted and does conduct business within the State of California.
14 Each Defendant, directly or through intermediaries (including distributors, retailers,
15 and others), ships, distributes, offers for sale, and sells its products in the United
16 States, the State of California, and the Central District of California. Each
17 Defendant has purposefully and voluntarily placed one or more of its infringing
18 products, as described below, into the stream of commerce with the expectation that
19 they will be purchased by consumers in the Central District of California. These
20 infringing products have been and continue to be purchased by consumers in the
21 Central District of California. Each Defendant has committed the tort of patent
22 infringement within the State of California and, more particularly, within the Central
23 District of California.

24 3. Venue is proper in this Court under 28 U.S.C. §§ 1391(b), (c), and (d),
25 as well as 28 U.S.C. § 1400(b).

26 I. THE PARTIES

27 4. Plaintiff California Institute of Technology ("Caltech") is a private
28 university having a principal address of 1200 East California Boulevard, Pasadena,

1 California 91125.

2 5. Upon information and belief, Canon U.S.A., Inc. is, and at all relevant
3 times mentioned herein was, a corporation organized under the laws of New York,
4 having its principal place of business at One Canon Plaza, Lake Success, New York
5 11042-1113. Canon U.S.A., Inc. is authorized to do business in California and may
6 be served by serving its registered agent, CT Corporation System, 818 West Seventh
7 St., Los Angeles, CA 90017.

8 6. Upon information and belief, Canon, Inc. is, and at all relevant times
9 mentioned herein was, a corporation organized under the laws of Japan, having its
10 principal place of business at 30-2 Shimomaruko 3 Chome, OHTA-KU, Tokyo 146-
11 8501, Japan. Upon information and belief, Canon, Inc. is a nonresident of
12 California that engages in business in this state, but does not maintain a regular
13 place of business in this state or a designated agent for service of process in this
14 state. Canon, Inc. may be served with process in Japan pursuant to the Hague
15 Convention on the Service Abroad of Judicial and Extrajudicial Documents. Canon
16 U.S.A., Inc. and Canon, Inc. will be collectively referred to as "Canon."

17 7. Upon information and belief, Nikon, Inc. is, and at all relevant times
18 mentioned herein was, a corporation organized under the laws of New York, having
19 its principal place of business at 1300 Walt Whitman Rd., Melville, New York
20 11747-3064. Nikon, Inc. is authorized to do business in California and may be
21 served by serving its registered agent, CT Corporation System, 818 West Seventh
22 St., Los Angeles, CA 90017.

23 8. Upon information and belief, Nikon Corp. is, and at all relevant times
24 mentioned herein was, a corporation organized under the laws of Japan, having its
25 principal place of business at Fuji Bldg., 2-3, Manrunouchi 3-chome, Chiyoda-Ku,
26 Tokyo 100-8331, Japan. Upon information and belief, Nikon Corp. is a nonresident
27 of California that engages in business in this state, but does not maintain a regular
28 place of business in this state or a designated agent for service of process in this

1 state. Nikon Corp. may be served with process in Japan pursuant to the Hague
2 Convention on the Service Abroad of Judicial and Extrajudicial Documents. Nikon,
3 Inc. and Nikon Corp. will be collectively referred to as "Nikon."

4 9. Upon information and belief, Olympus America, Inc. is, and at all
5 relevant times mention herein was, a corporation organized under the laws of New
6 York, having its principal place of business at 3500 Corporation Parkway, P.O. Box
7 610, Center Valley, Pennsylvania 18034. Olympus America, Inc. is authorized to
8 do business in California and may be served by serving its registered agent,
9 Corporate Services Co. d/b/a CSC-Lawyers Incorporating Service, 2730 Gateway
10 Oaks Dr., Ste. 100, Sacramento, CA 95833.

11 10. Upon information and belief, Olympus Corp. is, and at all relevant
12 times mentioned herein was, a corporation organized under the laws of Japan,
13 having its principal place of business at Shinjuku Monolith, 2-3-1 Nishi-Shinjuku,
14 Shinjuku-Ku, Tokyo 163-0914, Japan. Upon information and belief, Olympus
15 Corp. is a nonresident of California that engages in business in this state, but does
16 not maintain a regular place of business in this state or a designated agent for service
17 of process in this state. Olympus Corp. may be served with process in Japan
18 pursuant to the Hague Convention on the Service Abroad of Judicial and
19 Extrajudicial Documents. Olympus America, Inc. and Olympus Corp. will be
20 collectively referred to as "Olympus."

21 11. Upon information and belief, Panasonic Corp. of North America is, and
22 at all relevant times mentioned here was, a corporation organized under the laws of
23 Delaware, having its principal place of business at One Panasonic Way, 7I-1,
24 Secaucus, New Jersey 07094. Panasonic Corp. of North America is authorized to do
25 business in California and may be served by serving its registered agent, CT
26 Corporation System, 818 West Seventh St., Los Angeles, CA 90017.

27 12. Upon information and belied, Panasonic Corp. is, and at all relevant
28 time mentioned herein was, a corporation organized under the laws of Japan, having

1 its principal place of business at 1006, Kadoma, Kadoma City, Osaka 571-8501,
2 Japan. Upon information and belief, Panasonic Corp. is a nonresident of California
3 that engages in business in this state, but does not maintain a regular place of
4 business in this state or a designated agent for service of process in this state.
5 Panasonic Corp. may be served with process in Japan pursuant to the Hague
6 Convention on the Service Abroad of Judicial and Extrajudicial Documents.
7 Panasonic Corp. of North America and Panasonic Corp. will be collectively referred
8 to as "Panasonic."

9 13. Upon information and belief, Sony Electronics, Inc. is, and at all
10 relevant time mentioned herein was, a corporation organized under the laws of
11 Delaware, having its principal place of business at 555 Madison Ave, 8th Floor,
12 New York, New York 10022. Sony Electronics, Inc. is authorized to do business in
13 California and may be served by serving its registered agent, Corporate Services Co.
14 d/b/a CSC-Lawyers Incorporating Service, 2730 Gateway Oaks Dr., Ste. 100,
15 Sacramento, CA 95833.

16 14. Upon information and belief, Sony Corp. is, and at all relevant time
17 mentioned herein was, a corporation organized under the laws of Japan, having its
18 principal place of business at 7-1, Konan, 1-Chome, Minato-Ku, Tokyo Japan M0
19 108-0075. Upon information and belief, Sony Corp. is a nonresident of California
20 that engages in business in this state, but does not maintain a regular place of
21 business in this state or a designated agent for service of process in this state. Sony
22 Corp. may be served with process in Japan pursuant to the Hague Convention on the
23 Service Abroad of Judicial and Extrajudicial Documents. Sony Electronics, Inc. and
24 Sony Corp. will be collectively referred to as "Sony."

25 15. Upon information and belief, Samsung Electronics America, Inc. is,
26 and at all relevant time mentioned herein was, a corporation organized under the
27 laws of New York, having its principal place of business at 105 Challenger Road,
28 Ridgefield Park, New Jersey 07660. Samsung Electronics America, Inc. is

1 authorized to do business in California and may be served by serving its registered
2 agent, CT Corporation System, 818 West Seventh St., Los Angeles, CA 90017.

3 16. Upon information and belief, Samsung Electronics Co., Ltd. is, and at
4 all relevant time mentioned herein was, a corporation organized under the laws of
5 Korea, having its principal place of business at Samsung Main Building, 250,
6 Taepyeongno 2-ga, Jung-gu, Seoul 100-742, Korea. Upon information and belief,
7 Samsung Electronics Co., Ltd. is a nonresident of California that engages in
8 business in this state, but does not maintain a regular place of business in this state
9 or a designated agent for service of process in this state. Samsung Electronics Co.,
10 Ltd may be served with process in Korea pursuant to the Hague Convention on the
11 Service Abroad of Judicial and Extrajudicial Documents. Samsung Electronics
12 America, Inc. and Samsung Electronics Co., Ltd will be collectively referred to as
13 "Samsung."

14 III. PATENTS-IN-SUIT

15 17. On November 23, 1999, the United States Patent and Trademark Office
16 ("USPTO") issued U.S. Patent No. 5,990,506 entitled "Active Pixel Sensors with
17 Substantially Planarized Color Filtering Elements" (hereinafter "the '506 patent").
18 A true and correct copy of the '506 patent is attached hereto as Exhibit A.

19 18. On September 24, 2002, the USPTO issued U.S. Patent No. 6,456,326
20 entitled "Single Chip Camera Having Double Sampling Operation" (hereinafter "the
21 '326 patent"). A true and correct copy of the '326 patent is attached hereto as
22 Exhibit B.

23 19. On April 15, 2003, the USPTO issued U.S. Patent No. 6,549,235
24 entitled "Single Substrate Camera Device with CMOS Image Sensor" (hereinafter
25 "the '235 patent"). A true and correct copy of the '235 patent is attached hereto as
26 Exhibit C.

27 20. On April 29, 2004, the USPTO issued U.S. Patent No. 6,555,842
28 entitled "Active Pixel Sensor with Intra-pixel Charge Transfer" (hereinafter "the

1 '842 patent"). A true and correct copy of the '842 patent is attached hereto as
2 Exhibit D.

3 21. On May 27, 2003, the USPTO issued U.S. Patent No. 6,570,617
4 entitled "CMOS Active Pixel Sensor Type Imaging System on a Chip" (hereinafter
5 "the '617 patent"). A true and correct copy of the '617 patent is attached hereto as
6 Exhibit E.

7 22. On June 1, 2004, the USPTO issued U.S. Patent No. 6,744,068 entitled
8 "Active Pixel Sensor with Intra-pixel Charge Transfer" (hereinafter "the '068
9 patent"). A true and correct copy of the '068 patent is attached hereto as Exhibit F.

10 23. On September 7, 1999, the USPTO issued U.S. Patent No. 5,949,483
11 entitled "Active Pixel Sensor Array with Multiresolution Readout" (hereinafter "the
12 '483 patent"). A true and correct copy of the '483 patent is attached hereto as
13 Exhibit G.

14 24. On August 12, 2003, the USPTO issued U.S. Patent No. 6,606,122
15 entitled "Single Chip Camera Active Pixel Sensor" (hereinafter "the '122 patent").
16 A true and correct copy of the '122 patent is attached hereto as Exhibit H.

17 25. On September 13, 2005, the USPTO issued U.S. Patent No. 6,943,838
18 entitled "Active Pixel Sensor Pixel Having a Photodetector Whose Output Is
19 Coupled to and Output Transistor Gate" (hereinafter "the '838 patent"). A true and
20 correct copy of the '838 patent is attached hereto as Exhibit I.

21 26. On November 30, 2004, the USPTO issued U.S. Patent No. 6,825,059
22 entitled "Active Pixel Sensor Array with Electronic Shuttering" (hereinafter "the
23 '059 patent"). A true and correct copy of the '059 patent is attached hereto as
24 Exhibit J.

25 27. On May 6, 2008, the USPTO issued U.S. Patent No. 7,369,166 entitled
26 "Single Substrate Camera Device with CMOS Image Sensor" (hereinafter "the '166
27 patent"). A true and correct copy of the '166 patent is attached hereto as Exhibit K.

28 28. Collectively, the '506 patent, the '326 patent, the '235 patent, the '842

1 patent, the '617 patent, the '068 patent, the '483 patent, the '122 patent, the '838
2 patent, the '059 patent, and the '166 patent are referred to as "the Caltech patents."

3 29. Caltech is the owner of all right, title, and interest in and to the Caltech
4 patents by assignment, with full right to bring suit to enforce each of the patents,
5 including the right to recover for past infringement damages.

6 IV. PATENT INFRINGEMENT

7 30. Caltech repeats and re-alleges the allegations in paragraphs 1-29 as
8 though fully set forth herein.

9 31. The Caltech patents are valid and enforceable.

10 32. All requirements under 35 U.S.C. § 287 have been satisfied with
11 respect to the Caltech patents.

12 33. Canon has been and is infringing the Caltech patents by making, using,
13 selling, offering for sale, and/or importing in or into the United States, without
14 authority, products that fall within the scope of the claims of the Caltech patents,
15 including but not limited to the products known as Canon EOS 50D, Canon EOS
16 40D, Canon EOS Digital Rebel XTI or 400D (E), Canon EOS Digital Rebel XT or
17 350D (E), Canon EOS 30D, Canon EOS 20D, Canon EOS 20Da, Canon EOS 10D,
18 Canon EOS Digital Rebel or 300D (E), Canon EOS D60, Canon EOS-1D Mark III,
19 Canon EOS-1D, Canon EOS-1D Mark II, Canon EOS 1D Mark II N, Canon EOS-
20 1Ds, Canon EOS-1Ds Mark II, Canon EOS-1Ds Mark III, Canon EOS 5D, Canon
21 EOS 5D Mark II, Canon Vixia HF10, Canon Vixia HF100, Canon Vixia HV30,
22 Canon Vixia HV20, Canon Vixia HV10, Canon Vixia HG10, and Canon Vixia
23 HR10.

24 34. Canon has been and is continuing to induce infringement of the Caltech
25 patents under 35 U.S.C. § 271(b) and contributes to the infringement of the Caltech
26 patents under 35 U.S.C. § 271(c), in conjunction with such acts of making, using,
27 offering for sale, and/or importing in or into the United States, without authority,
28 instrumentalities that fall within the scope of one or more claims of each of the

1 Caltech patents. The infringing instrumentalities have no substantial non-infringing
2 uses.

3 35. Canon had and continues to have actual knowledge of the Caltech
4 patents and their coverage of Canon's infringing instrumentalities, but has
5 nonetheless engaged in the infringing conduct. Canon's infringement of the Caltech
6 patents was and continues to be willful.

7 36. Nikon has been and is infringing the Caltech patents by making, using,
8 selling, offering for sale, and/or importing in or into the United States, without
9 authority, products that fall within the scope of the claims of the Caltech patents,
10 including but not limited to the products known as Nikon D300, Nikon D3, Nikon
11 D2Xs, Nikon D2X, and Nikon D700.

12 37. Nikon has been and is continuing to induce infringement of the Caltech
13 patents under 35 U.S.C. § 271(b) and contributes to the infringement of the Caltech
14 patents under 35 U.S.C. § 271(c), in conjunction with such acts of making, using,
15 offering for sale, and/or importing in or into the United States, without authority,
16 instrumentalities that fall within the scope of one or more claims of each of the
17 Caltech patents. The infringing instrumentalities have no substantial non-infringing
18 uses.

19 38. Nikon had and continues to have actual knowledge of the Caltech
20 patents and their coverage of Nikon's infringing instrumentalities, but has
21 nonetheless engaged in the infringing conduct. Nikon's infringement of the Caltech
22 patents was and continues to be willful.

23 39. Olympus has been and is infringing the Caltech patents by making,
24 using, selling, offering for sale, and/or importing in or into the United States,
25 without authority, products that fall within the scope of the claims of the Caltech
26 patents, including but not limited to the products known as Olympus E-3, Olympus
27 E-520, Olympus E-420, Olympus EVOLT E-510, Olympus EVOLT E-410 and
28 Olympus EVOLT E-330.

1 40. Olympus has been and is continuing to induce infringement of the
2 Caltech patents under 35 U.S.C. § 271(b) and contributes to the infringement of the
3 Caltech patents under 35 U.S.C. § 271(c), in conjunction with such acts of making,
4 using, offering for sale, and/or importing in or into the United States, without
5 authority, instrumentalities that fall within the scope of one or more claims of each
6 of the Caltech patents. The infringing instrumentalities have no substantial non-
7 infringing uses.

8 41. Olympus had and continues to have actual knowledge of the Caltech
9 patents and their coverage of Olympus's infringing instrumentalities, but has
10 nonetheless engaged in the infringing conduct. Olympus's infringement of the
11 Caltech patents was and continues to be willful.

12 42. Panasonic has been and is infringing the Caltech patents by making,
13 using, selling, offering for sale, and/or importing in or into the United States,
14 without authority, products that fall within the scope of the claims of the Caltech
15 patents, including but not limited to the products known as Panasonic Lumix DMC-
16 L10 and Panasonic Lumix DMC-L1,

17 43. Panasonic has been and is continuing to induce infringement of the
18 Caltech patents under 35 U.S.C. § 271(b) and contributes to the infringement of the
19 Caltech patents under 35 U.S.C. § 271(c), in conjunction with such acts of making,
20 using, offering for sale, and/or importing in or into the United States, without
21 authority, instrumentalities that fall within the scope of one or more claims of each
22 of the Caltech patents. The infringing instrumentalities have no substantial non-
23 infringing uses.

24 44. Panasonic had and continues to have actual knowledge of the Caltech
25 patents and their coverage of Panasonic's infringing instrumentalities, but has
26 nonetheless engaged in the infringing conduct. Panasonic's infringement of the
27 Caltech patents was and continues to be willful.

28 45. Sony has been and is infringing the Caltech patents by making, using,

1 selling, offering for sale, and/or importing in or into the United States, without
2 authority, products that fall within the scope of the claims of the Caltech patents,
3 including but not limited to the products known as Sony DSLR-A700, Sony DSLR-
4 A900, Sony DSC-R1, Sony HDR-HC7, Sony HDR-SR7E, Sony HDR-UX7, Sony
5 HDR-UX7E, Sony HVR-HD1000U, Sony HDR-HC9, Sony HVR-Z7E, Sony HDR-
6 HC5, Sony HDR-HC5E, Sony HDR-SR1, Sony HDR-SR5, Sony HDR-SR5E, Sony
7 HDR-UX5, Sony HVR-A1U, Sony HDR-CX7, Sony HDR-SR7, Sony HDR-SR8,
8 Sony HDR-CX12, Sony HDR-SR11, Sony, HDR-SR12, Sony V1U, Sony HDR-
9 FX7, Sony HDR-FX7E, Sony HDR-SR10, Sony HDR-SR10D, Sony HDR-TG1,
10 Sony HDR-UX10, and Sony HDR-UX20.

11 46. Sony has been and is continuing to induce infringement of the Caltech
12 patents under 35 U.S.C. § 271(b) and contributes to the infringement of the Caltech
13 patents under 35 U.S.C. § 271(c), in conjunction with such acts of making, using,
14 offering for sale, and/or importing in or into the United States, without authority,
15 instrumentalities that fall within the scope of one or more claims of each of the
16 Caltech patents. The infringing instrumentalities have no substantial non-infringing
17 uses.

18 47. Sony had and continues to have actual knowledge of the Caltech
19 patents and their coverage of Sony's infringing instrumentalities, but has
20 nonetheless engaged in the infringing conduct. Sony's infringement of the Caltech
21 patents was and continues to be willful.

22 48. Samsung has been and is infringing the Caltech patents by making,
23 using, selling, offering for sale, and/or importing in or into the United States,
24 without authority, products that fall within the scope of the claims of the Caltech
25 patents, including but not limited to the products known as Samsung GX-20,
26 Samsung SC-HMX10C, and Samsung SC-HMX20C.

27 49. Samsung has been and is continuing to induce infringement of the
28 Caltech patents under 35 U.S.C. § 271(b) and contributes to the infringement of the

1 Caltech patents under 35 U.S.C. § 271(c), in conjunction with such acts of making,
2 using, offering for sale, and/or importing in or into the United States, without
3 authority, instrumentalities that fall within the scope of one or more claims of each
4 of the Caltech patents. The infringing instrumentalities have no substantial non-
5 infringing uses.

6 50. Samsung had and continues to have actual knowledge of the Caltech
7 patents and their coverage of Samsung's infringing instrumentalities, but has
8 nonetheless engaged in the infringing conduct. Samsung's infringement of the
9 Caltech patents was and continues to be willful.

10 51. As a direct and proximate result of Defendants' acts of patent
11 infringement, Caltech has been and continues to be injured and has sustained and
12 will continue to sustain substantial damages.

13 52. Unless Defendants are enjoined by this Court from continuing their
14 infringement of the Caltech patents, Caltech will suffer additional irreparable harm
15 and impairment of the value of its patent rights.

16 53. Caltech has incurred and will incur attorneys' fees, costs, and expenses
17 in the prosecution of this action. The circumstances of this dispute create an
18 exceptional case within the meaning of 35 U.S.C. § 285, and Caltech is entitled to
19 recover its reasonable and necessary attorneys' fees, costs, and expenses.

20 **V. PRAYER FOR RELIEF**

21 Caltech prays for the following relief:

22 A. A judgment that each Defendant has infringed the Caltech patents as
23 alleged herein, directly and/or indirectly by way of inducing or contributing to
24 infringement of the Caltech patents;

25 B. A judgment and order requiring each Defendant to pay Caltech
26 damages under 35 U.S.C. § 284, including treble damages for willful infringement
27 as provided by 35 U.S.C. § 284, and supplemental damages for any continuing post-
28 verdict infringement up until entry of the final judgment with an accounting as

1 needed;

2 C. A judgment and order requiring each Defendant to pay Caltech pre-
3 judgment and post-judgment interest on the damages awarded;

4 D. A judgment and order finding this to be an exceptional case and
5 requiring each Defendant to pay the costs of this action (including all
6 disbursements) and attorneys' fees as provided by 35 U.S.C. § 285;

7 E. A preliminary and thereafter a permanent injunction against each
8 Defendant's direct infringement, active inducements of infringement, and/or
9 contributory infringement of the Caltech patents, as well as against each
10 Defendant's agents, employees, representatives, successors, and assigns, and those
11 acting in privity or in concert with them; and

12 F. Such other and further relief as the Court deems just and equitable.

13 **VI. JURY DEMAND**

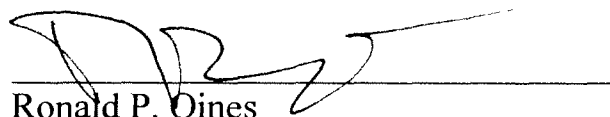
14 Caltech hereby demands that all issues be determined by jury.

15 Dated: January 30, 2009

RUTAN & TUCKER, LLP
RONALD P. OINES

17 SHORE CHAN BRAGALONE LLP
18 MICHAEL W. SHORE (*pro hac vice* pending)
19 JOSEPH F. DePUMPO (*pro hac vice* pending)
20 GLENN E. JANIK (*pro hac vice* pending)
JUSTIN B. KIMBLE (*pro hac vice* pending)

21
22 By:


23 Ronald P. Oines
24 Plaintiff, CALIFORNIA INSTITUTE OF
25 TECHNOLOGY
26
27
28